UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

DAVID STEBBINS **PLAINTIFF**

VS. **CASE NO. 11-1362**

MICROSOFT CORPORATION **DEFENDANTS**

SURREPLY TO MOTION TO DISMISS

Comes now, *pro se* Plaintiff David Stebbins, who respectfully submits the following surreply to Defendant's Motion to Dismiss (Dkt. 16).

First, it appears that it is Defendant, not me, that either misunderstands or ignores the law. The case of MBNA America Bank v. Miles, which binds this court by way of the Erie Doctrine, clearly states that Defendant is time barred. Defendant also fails – despite numerous opportunities – to raise a single solitary legal argument demonstrating that the forfeit victory clause – the acceptance of which would cause Defendant's "no arbitration award" argument to fall apart – is unenforceable.

Second, Defendant claims "Mr. Stebbins's antics obscure the fact that he has never identified anything Microsoft did to harm him or any wrong entitling him to ***any*** remedy, let alone a $1.5 trillion award." Even assuming that the remainder of Defendant's claims have merit, this Court is unambiguously deprived of jurisdiction over this issue, as that is a decision for the arbitration, not the court, to decide. Section 7(d) of the Uniform Arbitration Act of 2000 – which Defendant appears to concede to – flatly states "The court may not refuse to order arbitration because the claim subject to arbitration lacks merit or grounds for the claim have not been established." See RCW 7.04A.070.

Wherefore, premises considered, I respectfully pray that the motion to dismiss be denied, and that the Defense Counsel be sanctioned for raising arguments that they know the Court lacks

jurisdiction to hear.

By */s/ David A. Stebbins*

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